



# STATE OF UTAH CONTRACT

CONTRACT NUMBER: 020157

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation      810      Administrative Services  
Agency Name      Agency Code      Division

referred to as STATE and the following:

CONTRACTOR: Blomquist Hale Consulting Group, Inc.

LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Name

3761 South 700 East, Suite 100

Address

Salt Lake City

Utah

84106

City

State

Zip Code

Spencer Wood

801.262.9619

Contact Person

Phone Number

870462684

1714311

95238000000

Federal ID#

Vendor Number

Commodity Code(s)

2. TYPE and GENERAL PURPOSE OF CONTRACT:

This is a Requirements Contract to establish and operate an Employee Assistance Program for the Agency.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid # RM2106  
Requisition # RX 810 26000000106, FY 2002, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date: 02/20/2002. Termination date: 12/16/2006, unless terminated early or extended in accordance with the terms of this contract.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$99,999,999.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM 2106 dated 12/11/00.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Elgie Brent Hale  
Contractor's Signature

Elgie Brent Hale for BHC  
Contractor's Name

Vice President  
Title

STATE OF UTAH

Neal Christensen  
Neal Christensen, Administrative Services Group Leader

DPH Division  
Division of Purchasing

CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE

Division of Finance

4.15-02

James T. Phillips

810.965.3836

801.965.4073

Agency Contact Person

Telephone Number

Fax Number

ENT'D FEB 22 2005

APR 25 2005

Revision date: 11/01/2000

## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6. CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
- 7. INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8. EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10. RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- 11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 14. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

## SCOPE OF WORK

**1.0 OVERVIEW** Blomquist Hale Consulting Group, Incorporated (CONTRACTOR) shall arrange for, manage provisions for and conduct an Employee Assistance Program (EAP) for the Utah Department of Transportation (STATE) by utilizing problem resolution counseling in behalf of STATE employees and their spouse (Client) by:

**1.1** Assisting the Client in determining the nature of personal concern or problem and deciding upon an effective course of action through the services of a trained and licenced professional counselor.

**1.2** Addressing life problems and difficulties for which a solution focused approach is appropriate.

**1.3** Providing immediate access to services.

**1.4** Breaking down barriers to accessing services and encouraging the use of preventive problem resolution counseling to promote wellness and productivity at the work site.

**1.5** Consulting with managers and supervisors in the resolution of work site problems affected by employee's personal life problems.

## **2.0 CONTRACTOR'S OBLIGATION TO THE CLIENT**

**2.1 COMMITMENT.** CONTRACTOR by virtue of the EAP shall extend a professional commitment and loyalty primarily to the Client.

**2.1.1.** CONTRACTOR shall meet the needs of the Client to facilitate a return to satisfactory job performance when performance has been affected by personal concerns.

**2.1.2.** CONTRACTOR shall use a brief therapy model when providing short-term individual, marital or family counseling.

**2.2 PROVISION OF SERVICES.** CONTRACTOR shall do what is necessary in each situation to:

**2.2.1.** Work with the Client to develop an accurate and mutual perception of the problem.

**2.2.2.** Work with the Client to enhance an accurate perception of their situation, resolve communication skills and affirm positive action to resolve the problem.

**2.2.3.** When a Client is referred, to confirm a satisfactory connection has been made and the Client has found help.

**2.2.4.** Provide feedback to the Supervisor when a referral has been made. CONTRACTOR shall request a Release of Information to communicate with the Supervisor when documentation of work performance or relationships seems important in making an assessment or to insure appropriate action on the part of the Client or Supervisor in solving the problem. CONTRACTOR shall inform the Supervisor of whether the Client kept the appointment. However, confidential; information such as prognosis or diagnosis will not be released without a Release of Information.

**2.3** CONTRACTOR shall offer services for crisis situations as well as emergency services. The EAP telephone shall be covered 24 hours-a-day, 7 days-a-week.

**2.4 TIMING.** CONTRACTOR shall offer an appointment to all initial interview requests within 48 hours. When the Client concerns are of a crisis nature, more prompt action will be taken.

**2.5 LOCATION.** Services shall be provided by the CONTRACTOR at the following sites:

Salt Lake City	3761 South 700 East, Suite 100
Ogden	1140 36 <sup>th</sup> Street, Suite 111
Orem	891 West Center Street
Logan	550 North Main Street, Suite 112
Brigham City	118 East 100 North

**2.5.1.** Additionally, the CONTRACTOR shall provide services to Clients located in remote areas. Clients in locations distant from those listed above will access the EAP by calling the CONTRACTOR's toll free phone number. Assistance shall be provided by an affiliate therapist in or near the Client's community in the same manner assistance is provided at the full time locations.

**2.6 ELIGIBILITY** The CONTRACTOR shall provide services only to eligible Clients.

### **3.0 CONTRACTOR'S OBLIGATION TO THE STATE**

**3.1 PROMOTION & USE OF THE PROGRAM** The CONTRACTOR shall train Leaders and Supervisors to understand the EAP and how to work with the CONTRACTOR to develop referrals. Such training may be a part of comprehensive supervisory training or be conducted independently.

**3.1.1** The CONTRACTOR shall conduct all training sessions for Leaders and Supervisors. The CONTRACTOR shall conduct training in all Wasatch Front locations at no cost to the STATE. However, outside this area the STATE will be responsible for expenses on a cost basis.

**3.1.2** The CONTRACTOR shall train STATE employees concerning the EAP. This includes conducting training sessions to promote employee self referral as well as participating in new employee orientation. CONTRACTOR will provide wallet cards for the employee and family members.

**3.1.3** CONTRACTOR shall provide posters and written announcements directed to employees and their families to help utilization of the program.

**3.1.4** CONTRACTOR shall conduct ten (10) hours of problem prevention seminars for employees and their families at a time to be determined with the EAP Coordinator. The CONTRACTOR shall provide a listing of topics from which the STATE can select. Additional training shall be made available to the STATE at the cost of \$50.00 per hour

**3.2 CONSULTATION SERVICES** CONTRACTOR shall provide consultation services to STATE leaders and supervisors. CONTRACTOR agrees to provide by telephone supervisory, consultation and feedback regarding the following:

- Whether a referral is appropriate
- How each situation might be dealt with most effectively.
- The probable duration of defective performance.
- Time off the job necessary for treatment of an employee.
- General cooperation of the employee with the referral.
- How to reintegrate an employee back into the work setting after time off for treatment.
- How to manage the employee on the job in view of the personal factors affecting performance or attendance.

**3.2.1** CONTRACTOR agrees to provide unlimited consultation to management staff and/or employees in the area of on-the-job problems related to interpersonal relationships, over stressful situations or policy issues as they relate to individual employee cases.

**3.3 PROGRAM ADMINISTRATION** CONTRACTOR agrees to appoint a coordinator to work as liaison with the STATE to direct, plan, monitor and implement the EAP. The coordinator will be available at the work site to employees who prefer an in-house contact.

**3.3.1** CONTRACTOR shall provide Quarterly statistical information regarding client usage, excluding client identity. The following will be reported:

- 3.3.1.1** Quarterly number reflecting employee utilization.
- 3.3.1.2** Quarterly number reflecting dependant utilization.
- 3.3.1.3** Referral sources, such as self, supervisor, family friend, etc.
- 3.3.1.4** Work location.
- 3.3.1.5** Primary problem.
- 3.3.1.6** Referral Action, such as EAP, Outpatient treatment, Inpatient treatment, Mental Health Clinic, Lawyer, Consumer Credit Counseling, etc.
- 3.3.1.7** Status of the employee in the EAP, such as Active, Inactive, Terminated.
- 3.3.1.8** Number of therapy hours spent.
- 3.3.1.9** Number of follow-up hours spent.
- 3.3.1.10** Brief narrative reflecting EAP activities and important trends observed by EAP staff.

**3.3.2** CONTRACTOR shall distribute an EAP evaluation survey to each client in a timely manner, which the client will mail anonymously to the EAP office.

## **4.0 STATE'S OBLIGATION**

**4.1 EMPLOYEE STATISTICS** STATE agrees to provide an initial number reflecting the employees eligible for services at the time of implementation. There after, the STATE will provide a monthly number reflecting the employees eligible for services under the EAP.

**4.2 TRAINING** STATE agrees to schedule review training for leaders and employees. At the training the STATE agrees to introduce the EAP, present policies addressing EAP benefits and be available for answering questions.

**4.3 ANNUAL LETTER** STATE agrees to mail an annual letter on its stationary to all employees to maintain awareness of the benefit and the STATE's support of the employee's utilization of the EAP.

**4.4 PAYMENT** The STATE shall pay CONTRACTOR the sum of \$215.00 per case. Any consultation with a Lawyer will be \$50.00.

## SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE** This a requirements contract to arrange for, manage provisions for and conduct an Employee Assistance Program (EAP) for the Utah Department of Transportation (STATE) by utilizing problem resolution counseling for the period from February 16, 2002, through December 15, 2006.
2. **WAGES** The CONTRACTOR shall be responsible for all applicable wages in accordance with federal, STATE and local laws and ordinances.
3. **NON-ASSIGNMENT** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval of the Procurement Manager or Procurement Supervisor of the STATE.
4. **CONFLICT OF INTEREST** The CONTRACTOR warrants it has no financial or other interest in the outcome of the work performed under the contract. The CONTRACTOR represents neither its officers or employees, nor any member of their immediate families, has any material, personal, or financial interest in or fiduciary relationship with the STATE or any employee of the STATE. If any relationship which exists which falls into the description above or in any way could create a conflict between a STATE employee's public duties and private interests, the CONTRACTOR must disclose to the STATE these conflicts, in writing in the proposal. After review of this information, the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to have a conflict of interest, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 60 day prior notice to the CONTRACTOR.
5. **NON-COMPETE** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. A CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 60 day prior notice to the CONTRACTOR.
6. **INVOICING** The CONTRACTOR shall submit invoices to the Utah Department of Transportation, Attention: Bonnie Garcia, EAP Coordinator, Human Resources, Box 141425, 4501 South 2700 West, Salt Lake City, UT 84114-1425. The STATE will remit payment via mail. Reports regarding client usage will be submitted Quarterly with the accompanying invoice as outlined in the Scope of Work in the Program Administration section.  
  
*The contract number must appear on all invoices and correspondence relating to this contract.*
7. **TRAVEL EXPENSES** In the event travel outside the Wasatch Front is required by the CONTRACTOR, the STATE travel policy shall apply. Costs for such travel shall be covered based on the travel policy.
8. **FITNESS FOR DUTY** The CONTRACTOR shall offer Fitness for Duty evaluations at the rate of \$150.00 per evaluation.